UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	BK No.: 24-01529
	(Jointly Administered)
TRP Brands LLC	Chapter 11
Debtor.	Honorable David D. Cleary
_____/	

NOTICE OF MOTION

PLEASE TAKE NOTICE that on April 17, 2024 at 10:00am, or as soon thereafter as counsel may be heard, we shall appear before the Honorable Judge David D. Cleary, Bankruptcy Judge, or any Judge sitting in that Judge's place, **either** in Courtroom 644 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, or electronically as described below, and shall then and there present **Jola Interactive LLC's Motion for an Order Setting Deadline for Debtor to Assume or Reject Certain Executory Contracts**, a copy of which is attached and hereby served upon you, at which time and place you may appear if you so see fit.

All parties in interest, including the movant, may appear for presentment of the motion either in person or electronically using Zoom for Government.

You may appear electronically by video or by telephone.

To appear by video, use this link: https://www.zoomgov.com/. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is 161 122 6457 and the passcode for the hearing is Cleary644. The meeting ID and password can also be found on the judge's page on the court's web site.

If you object to the Motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

Respectfully Submitted,

/s/ Christopher R. Thompson

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CERTIFICATE OF SERVICE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CHRISTOPHER R. THOMPSON, being first duly sworn on oath, deposes and stated that he served a copy of the foregoing Notice together with a copy of the Motion attached thereto on the persons named below, by either service through CM/ECF or US Post, or as otherwise indicated, on March 29, 2024.

/s/ Christopher R. Thompson
Christopher R. Thompson

- United States Trustee for the Northern District of Illinois – Service via CM/ECF
- Official Committee of Unsecured Creditors c/o Matthew Wawrzyn – Service via CM/ECF
- Official Committee of Unsecured Creditors c/o Patricia B. Fugee – Service via CM/ECF
- Furniture Asset Partners LLC c/o David A. Warfield – Service via CM/ECF
- Planned Furniture Promotions, Inc. c/o Leo L. Esses – Service via CM/ECF
- Planned Furniture Promotions, Inc. c/o Scott B. Kitei – Service via CM/ECF
- Bread Financial Holdings c/o James H Haithcock, III – Service via CM/ECF
- Broadstone TRP Indiana, LLC c/o Michael Myers – Service via CM/ECF
- Broadstone Net Lease c/o Michael Myers – Service via CM/ECF
- Broadstone Net Lease c/o Mahal Zarnighian – Service via CM/ECF
- STORE Capital c/o Michael Myers – Service via CM/ECF
- STORE Capital c/o Mahal Zarnighian – Service via CM/ECF
- James Campbell Company LLC c/o Nancy J. Newman – Service via CM/ECF
- Commonwealth Edison Company c/o Monica Merino – Service via CM/ECF
- R.I.M. Logistics c/o Timothy M. Howe – Service via CM/ECF
- CIBC Bank USA c/o Peter A. Siddiqui – Notice to peter.siddiqui@katten.com
- Taft, Stettinius and Hollister LLP – Notice to dweinstein@taftlaw.com

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
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In re:	BK No.: 24-01529
	(Jointly Administered)
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JOLA INTERACTIVE LLC'S MOTION FOR AN ORDER SETTING DEADLINE FOR DEBTOR TO ASSUME OR REJECT CERTAIN EXECUTORY CONTRACTS

COMES NOW Jola Interactive LLC ("Jola"), by and through its undersigned counsel, and pursuant to 11 U.S.C. § 365(d)(2) and Fed. R. Bank. P. 6006(b) and 9014, moves (this "Motion") the Court to set a deadline by which the Debtor, TRP Brands LLC ("Debtor"), must assume or reject certain executory contracts with Jola, as detail below. In support of this Motion, Jola states as follows:

INTRODUCTION

Absent a deadline prior to the confirmation hearing (which has not yet been set because the Debtor has not yet filed a plan) by which the Debtor must assume or reject its executory contracts with Jola, the Debtor may be able to reap the benefits of such contracts without having to assume or reject them. In other words, the Debtor will receive the full benefit of Jola's services under the contracts without having to cure the pre-petition defaults, i.e., non-payment of $114,903.65 for pre-petition services rendered by Jola. Such a result would be inequitable. The Debtor has been afforded enough breathing room to know whether it wishes to assume or reject the agreements with Jola, and thus far has given Jola every indication that it intends to continue paying Jola for its website programming and website maintenance services. Therefore, Jola

respectfully requests that this Court grant this Motion and set a deadline of May 1, 2024, by which the Debtors must elect to assume or reject the Agreements (as defined below).

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 1334 and 157. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. As noted, the relief requested in this Motion may be granted in accordance with § 365(d)(2) of the Bankruptcy Code, and Rules 6006(b) and 9014 of the Federal Rules of Bankruptcy Procedure.

FACTUAL BACKGROUND

The Website Development Agreement and the associated Maintenance Plan.

2. Jola provides comprehensive eCommerce solutions that include website development and programming, 3D modelling, interior design rendering, product rendering, augmented reality, and branding and marketing services. Jola specializes in eCommerce solutions for furniture and home décor companies, like the Debtor.

3. On May 24, 2022, the Debtor's affiliated entity, TRP Acquisition Inc. d/b/a The Room Place, and Jola entered into that certain *Website Development Agreement*. Under the Agreement, Debtor engaged Jola to design, develop, and create four (4) eCommerce Websites.

4. On or about November 6, 2023, the Debtor and Jola entered into that certain *Addendum to Website Development Agreement* (the "Addendum"). Pursuant to the Addendum, the Debtor became a party to the Website Development Agreement, and the term was extended from November 1, 2023, through June 30, 2024 (the "Expiration Date"). The Addendum together with the Website Development Agreement shall be collectively referred to as the "Development Agreement." A true and correct copy of the Development Agreement is attached hereto as **Exhibit "A"**.

5. As of the petition date, there was due and owing to Jola the outstanding amount of $92,229.46 for work Jola performed pre-petition under the Development Agreement.

6. In addition to the Development Agreement, on or around May 25, 2023, the Debtor and Jola entered into that certain *Maintenance Plan* (as amended pursuant to that certain *Addendum to TRP Maintenance Plan Agreement* dated as of January 9, 2024, the "Maintenance Plan"; the Development Agreement and Maintenance Plan together are referred to herein as the "Agreements"), pursuant to which Jola agreed to provide 24/7 website support and ongoing website maintenance services. A true and correct copy of the Maintenance Plan is attached hereto as **Exhibit "B"**.

7. The term of the Maintenance Plan expires 12 months after the launch of the fourth website contemplated for development under the Development Agreement (e.g., if such website is launched on June 30, 2024, then the Maintenance Plan term expires on June 30, 2025).

8. As of the petition date, there was due and owing to Jola the outstanding amount of $22,674.19 for work Jola performed pre-petition under the Maintenance Plan.

The Debtor's Bankruptcy Case and Post-Petition Actions:

9. The Debtor filed its voluntary petition under chapter 11 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") on or about February 2, 2024 (the "Petition Date"). *See* Doc. 1.

10. On February 28, 2024, the Debtor filed its schedules and included the Agreement as a part of Schedule 6, Executory Contracts and Unexpired Leases. *See* Doc. 110.

11. Since the Petition Date, the Debtor has continued to utilize Jola's services under the Agreements, and has confirmed that the Debtor desires Jola to continue all work under the Agreements. As such, Jola has continue to perform pursuant to the terms of the Agreements, and

the Debtor has made payment to Jola for certain of its post-petition work. However, the Debtor has not indicated whether it plans to assume or reject the Agreements.

RELIEF REQUESTED AND BASIS FOR RELIEF

12. Jola requests that the Court set a deadline no later than May 1, 2024, for the Debtor to assume or reject the Agreements.

13. Section 365(d)(2) of the Bankruptcy Code provides the Court with the power to compel a debtor to assume or reject an executory contract within a specified period of time:

> In a case under chapter…11…of this title, the trustee may assume or reject an executory contract…of the debtor at any time before the confirmation of a plan but the court, on the request of any party to such contract or lease, may order the trustee to determine within a specified period of time whether to assume or reject such contract…

11 U.S.C. § 365(d)(2). "Congress intended this provision to prevent parties in contractual or lease relationships with the debtor from being left in doubt concerning their status vis-a vis the estate." *In re Univ. Med. Ctr.*, 973 F.2d 1065, 1079 (3d Cir. 1992) (internal quotations removed).

14. Although the Bankruptcy Code provides Chapter 11 debtors with a "breathing space" to determine whether a particular executory contract should be assumed or rejected, such "breathing space…is not without limits." *In re Enron Corp.,* 279 B.R. 695, 702 (Bankr. S.D.N.Y. 2002). Indeed, the United States Supreme Court has recognized that "in certain circumstances, the rights of the non-debtor party…outweigh the need of the debtor in possession for unlimited flexibility and breathing space." *N.L.R.B. v. Bildisco,* 465 U.S. 513. 552 (1984).

15. A debtor's time limit to determine assumption/rejection is governed by "reasonableness." *See, e.g., Dallas-Fort Worth Regional Airport Bd. v. Braniff Airways, Inc.,* 26 B.R. 628, 636 (N.D. Tex. 1982). The resolution of what constitutes a reasonable time for the debtor to decide is "left to the bankruptcy court's discretion in light of the circumstances of the case." *Matter of Whitcomb & Keller Mortgage Co., Inc.*, 715 F.2d 375, 379 (7th Cir. 1983); *In re Wallace,*

122 B.R. 222, 234 (Bankr. D.N.J. 1990); *In re Monroe Well Service, Inc.*, 83 B.R. 317, 323 (Bankr. E.D. Pa. 1988).

16. Courts often consider or evaluate a number of factors to gauge "reasonableness" for purposes of section 365(d)(2) of the Bankruptcy Code that include the following: (i) the nature of the interests at stake, (ii) the balance of harm to the parties, (iii) the safeguards afforded to the parties, (iv) the damage third parties may suffer beyond the compensation available under the Bankruptcy Code, (v) the debtor's failure or ability to satisfy post-petition obligations, (vi) the purposes of chapter 11, (vii) the importance of the contract in question to the debtor's reorganization, and (viii) whether the action to be taken is so in derogation of Congress' scheme as to be said to be arbitrary. *See In re Adelphia Commc'ns Corp.*, 291 B.R. 283, 292-293 (Bankr. S.D.N.Y. 2003) (collecting cases). Accordingly, courts generally evaluate the rights and interests of the respective parties to the contract or lease, and balance the benefits or harms to such parties arising from the requirement of an immediate assumption or rejection of the contract or lease.

17. Evaluating and balancing the benefits or harms to the parties by applying the foregoing factors, this Court should compel the Debtor to assume of reject the Agreement within a deadline specified by this Court. The Debtor has been afforded sufficient "breathing room" and a reasonable amount of time to determine whether to assume or reject the Agreement. The Debtor's actions indicate that it plans to assume the Agreements because Jola's services are crucial for the Debtor's ecommerce business platforms. And Jola wishes to continue providing its services to the Debtor under the Agreements.

18. However, as explained above, the Development Agreement is set to expire on June 30, 2024. Based on comments made by Debtor's counsel at the § 341 meeting of creditors regarding the estimated timing of plan submission and confirmation, it is likely that the Expiration

Date of the Development Agreement will occur before the confirmation hearing. If this were to occur, then, absent a deadline to assume or reject that is before the Expiration Date, the Debtor could reap the benefits of the Development Agreement by requiring Jola to continue to perform post-petition, while also allowing the Development Agreement to expire by its terms, thereby avoiding the Debtor's obligation under § 365(b)(1)(A) to pay the cure costs associated with assumption (i.e., the prepetition amounts due under the Agreements). In other words, at present, Jola may be stuck performing its contractual obligations without any assurance that the Debtor will ever face a deadline to assume or reject the Development Agreement. The Court can remedy this situation by setting such a deadline before the Expiration Date of the Development Agreement.

19. On balance, the potential harm to Jola outweighs the need for the Debtor to be allowed further flexibility and breathing space. Jola has an interest in receiving the cure amounts due under the Agreements and § 365(b). The Debtor has an interest in receiving the services under the Agreements. If the Court does not set a deadline to assume or reject the Agreements prior to the Expiration Date, the Debtor may simply do nothing and the Development Agreement will be assumed de facto, since Jola has no choice but to continue providing post-petition services, but *without* the requirement under § 365(b)(1)(A) to cure existing defaults.

20. This potential harm and inequitable circumstance outweighs any potential harm to the Debtor. The only harm to the Debtor is that it may be required to pay the pre-petition amounts due to Jola in the aggregate amount of $114,903.65, if it assumes the Agreements. Further, compelling the Debtor to assume or reject the Agreement before the Expiration Date is not contrary to the purposes of Chapter 11 or so in derogation of Congress' scheme as to be arbitrary. Rather, compelling the Debtor to assume or reject the Agreement before the Expiration Date promotes an equitable result for the parties.

21. On balance, the benefits to Jola of setting a deadline outweigh the potential harm to the Debtor. The Debtor has had a reasonable amount of time to consider whether to assume or reject the Agreement (nearly two months already, and nearly 90 days as of May 1st), and Jola faces significant potential harm if no deadline is set prior to the confirmation hearing. Therefore, this Court should compel the Debtor to assume or reject the Agreements on an expedited basis pursuant to § 365(d)(2) of the Bankruptcy Code.

CONCLUSION

WHEREFORE, Jola respectfully requests that this Court enter an order granting this Motion, setting a deadline of May 1, 2024, or another date that is before June 30, 2024, by which the Debtor must assume or reject the Agreements, and granting such further relief that this Court deems just and proper.

Dated this 29th day of March, 2024.

/s/ Christopher R. Thompson
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 29, 2024, a true and correct copy of the foregoing has been served through the CM/ECF system to all registered CM/ECF recipients.

/s/ Christopher R. Thompson
Christopher R. Thompson

EXHIBIT

“A”

This WEBSITE DEVELOPMENT AGREEMENT is made and entered into by and between Jola Interactive, LLC ("JOLA"), with a principal place of business at 19 Talcott Road, Rye Brook, NY 10573 and TRP Acquisition Inc. d/b/a The Room Place and Apt2B, ("CLIENT") with a principal place of business at 1000-46 N. Rohwling Rd, Lombard, IL 60148.

WHEREAS, CLIENT desires to engage JOLA to design, develop and create 4 websites for CLIENT as more fully described in the attached PROPOSAL dated May 16, 2022, a copy of which is attached hereto as exhibit "A", the terms of which are expressly incorporated herein by reference ("The Services"); and

WHEREAS, JOLA is interested in undertaking such work; and

WHEREAS, CLIENT and JOLA mutually desire to set forth the terms applicable to such work;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, CLIENT and JOLA, intending to be legally bound, hereby agree as follows:

1. JOLA Responsibilities

A. Scope of Work

CLIENT hereby retains the services of JOLA to design, develop and create 4 eCommerce Websites built on Adobe Commerce for CLIENT in substantial conformity with the PROPOSAL. Should CLIENT request JOLA to perform additional services, tasks or website functionalities that were not anticipated by the PROPOSAL or provided within the terms of this Agreement, and that require additional staffing resources, JOLA will notify the CLIENT and JOLA will issue a change order setting forth the requested work ("Change Order"). Change Orders may be subject to modified fees. In such a case, JOLA will provide CLIENT with a written time and cost estimate for the additional or reduced work for their review. JOLA will not perform any additional work not covered by the terms of this Agreement or the Change Order without receiving writing approval to proceed. Change Orders shall become effective only when accepted and executed by the CLIENT and JOLA. JOLA agrees to notify CLIENT promptly of any factor, occurrence, or event coming to its attention that may affect the Company's ability to meet the requirements of this Agreement, or that is likely to cause any material delay in the Services set forth in the Change Order. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of the Change Order shall govern. It is agreed and understood that Change Orders may impact previously agreed-upon time frames and schedules.

The PROPOSAL takes into assumption that CLIENT has selected Adobe Commerce's Cloud services environment to build the Websites which include hosting and staging services. and will meet the minimum requirements to support the new Websites' functionalities and traffic.

It is agreed and understood by and between the parties that there are hundreds of internet browser "extensions" available that can maximize and/or transform the Website experience for the intended user, and that more are being created every day. The new Websites will meet all standard required to function properly on the two latest versions of Safari, Chrome for Mac and Windows, Microsoft Edge, and Firefox for Mac and Windows. Unless specifically set forth in the PROPOSAL and requested in advance by the CLIENT, JOLA makes no representation or warranty that a specific

extension or extensions will be compatible with the finished website. In the event CLIENT requests the Websites' compatibility with specific, identified open-source extensions, JOLA will make every effort to facilitate that request at an additional fee billed hourly at the rate of $120.

B. Schedule

Once JOLA has been formally retained and the first invoice in the amount of $44,500 has been paid, according to page 10 and page 19 of the PROPOSAL, JOLA will work with CLIENT to document the business and specification requirements for the completion of the Websites. JOLA will provide CLIENT with a Schedule of Development of CLIENT Websites containing a proposed schedule of development "milestones "within 10 business days after the approval of the business and specifications documentation completed for each Website. Provided CLIENT complies with all obligations under the agreement and satisfies CLIENT responsibilities as set forth therein, a detailed, month-by-month development schedule will be provided to CLIENT within 30 days of approval, to be followed with a sign off for the Websites' specifications.

C. Changes

Changes to this Agreement or to any of the specifications of the Websites in any of the specifications thereof shall become effective only when a written change request is executed by the authorized and/or designated agent of CLIENT and JOLA. JOLA agrees to notify CLIENT promptly of any factor, occurrence, or event coming to its attention that may affect JOLA's ability to meet the requirements of this Agreement, or that is likely to cause any material delay in the Schedule.

D. Account Management

JOLA will assign an "account manager" who is reasonably acceptable by CLIENT to manage the development of CLIENT's Websites. The account manager will be the primary point of contact for CLIENT and will be formally introduced once the Agreement is signed and the deposit is paid. JOLA shall use commercially acceptable efforts to maintain the same account manager in place throughout the Terms. If JOLA's account manager ceases to be employed, JOLA shall promptly name a new project manager by written notice to CLIENT. Upon approval by CLIENT, such person will be designated as the new account manager.

E. Communication

All written communication pertinent to the Websites between JOLA and CLIENT will take place in a project folder set up by JOLA in a project management system called Confluence and a tasking system called Jira. There is no additional cost to the CLIENT to access Confluence and Jira.

F. Creative

JOLA is providing an approximation of hours each month for UX and creative services for each Website's design in the PROPOSAL at a rate of $120. JOLA will invoice CLIENT for UX and creative services at the end of each month. Invoices for all UX and creative services will be accompanied with a report and time sheet referring to the completed work for each calendar month and will be due in full within 30 days of receipt by CLIENT. There may instances when a CLIENT

will provide the creative design for their websites. In such instances, CLIENT is responsible for specifying what screen resolution the design applies to and will be required to provide additional designs for responsive breakpoints. CLIENT must provide updated designs for different screen resolutions, tablets and mobile devices. Alternatively, JOLA can adjust the design for CLIENT to fit the appropriate screen resolutions and devices, however, any such services provided by JOLA will be at an additional cost to CLIENT billed on a per hour basis of $120.

G. Browsers

Designing a website to fully work in multiple browsers and browser versions requires considerable extra effort. It may also involve creating multiple versions of code/pages. JOLA warrants that the Websites programmed for CLIENT will work with desktops, laptops, tablets and mobile devices using the 2 latest versions of Microsoft Edge, Safari, Google Chrome for Mac and PC and Firefox for Mac and PC. While JOLA will make reasonable efforts to deliver fully functional Websites that will work on all browser versions, JOLA is not able to guarantee that the finished Websites will work fully and functionally on outdated browsers or text-based browsers.

H. Accessibility Compliance

Jola ensures that CLIENT's Websites will be programmed and completed with a minimum of AA level Accessibility Compliance. Verification of compliance will be measured on https://secure.accessiblemetrics.com/

2. CLIENT and JOLA Responsibilities

A. CLIENT Assets

"Client Assets" shall be defined as product database formatted according to the provided instructions, access to external databases that are properly formatted for the purpose of integrating with the websites, all images sized according to the provided specifications, video files/links, copy, links, custom icons, custom font requirements. social media access, forms, login access to 3rd party software needed to integrate with the Websites, email addresses, physical addresses and telephone numbers, licenses for 3rd party software.

The delivery, collection, and management of CLIENT Assets is essential to the success of this project and for JOLA to deliver the Websites on time and on budget. Should the CLIENT require a physical import of databases, CLIENT agrees to deliver database samples in a proper format (CSV file) per JOLA specifications and approved wireframes, design, and product logic to be used to build the CLIENT's Websites. JOLA will require a sample database from CLIENT within 2 weeks after approval of the Websites' architecture. Sample database will include at least 1 example of each product type that have different configuration parameters. JOLA will notify CLIENT in writing if a sample database is not delivered within 5 business days from the due date, along with any delay this may cause in the delivery of the websites. JOLA will bill CLIENT at the rate of $140 per hour for any additional time for database modifications that have been approved in advance of CLIENT in writing. All related product SKUs and filtering/customized options must be determined prior to the creation of the database and the start of the integration development. JOLA will work closely with

client to complete the database and Websites' product structure.

In the event JOLA is retained by CLIENT to integrate the Websites with the CLIENT's ERP ("Enterprise Resource Planning") software to sync data, CLIENT is required to provide all supporting materials for integration work such as API ("Application Programming Interface") documentation. In the event CLIENT is unable to provide such necessary information, JOLA will bill CLIENT separately on an hourly basis at a rate of $140 for time spent researching and studying the necessary documentation and creating an estimate to integrate with the API or other web services.

It is understood and agreed upon that CLIENT will not be susceptible to additional penalties for any potential delays in providing the necessary information to complete the integration. CLIENT delays in providing complete data sets may, however, affect the completion date of the Websites and may require a change order.

B. JOLA shall perform the Services and deliver the Deliverables that fully conforms to the Proposal and provide all Deliverables to CLIENT on a timely basis in accordance with the Proposal and any milestone. Without limiting the foregoing: (a) All Deliverables shall be subject to CLIENT's review and approval as set forth herein; and (b)All Deliverables and the Websites shall be subject to the testing and acceptance procedures set forth herein. (c)the Deliverables shall include documentation and all documentation shall: (i)include such information as is reasonably necessary to enable CLIENT's personnel to install, operate, use, and maintain and update the Websites included in the Deliverables and (ii)be provided in both hard copy and electronic form.

C. Production

3rd party production costs including photography and photography editing, 3D services, copywriting, social media services, email marketing subscriptions and licensing costs for ongoing subscription services are not part of this project scope and Agreement. JOLA is able to provide ongoing, post-production site maintenance services at an additional cost. Magento website maintenance rates can be viewed on JOLA's website (https://jolausa.com/magento-maintenance/). JOLA can provide CLIENT with rendering, texturing and photography editing services including, for example, retouching, cropping, resizing and silo services at an additional agreed-upon fee. All CLIENT Assets (images, database, copy) need to be provided in full by CLIENT within 45 days from the time of the request made for such assets in order for JOLA to finish the project in a timely fashion. JOLA will request additional CLIENT Assets once the site design is completed and approved. Unreasonable delays in the delivery of CLIENT Assets can lead to additional charges and or delay in the project.

3. Compensation

A. Retainer Pricing for Websites Design and Production

JOLA is assigning and managing a team of Magento software engineers, Magento solution specialists, account management, quality assurance testing, according to the schedule provided in the PROPOSAL for a period of sixteen (16) consecutive months under the terms of the contract. The total budget for the Websites is estimated at $832,000 excluding UX and creative costs. The UX and

creative edits are estimated at $16,000. JOLA has been informed by CLIENT that a branding agency has been retained for the design of the Websites. CLIENT may request additional UX and creative services from JOLA at a rate of $120 per hour. A Websites' Budget with a schedule of the monthly retainer fees and the deliverable for each month is detailed on page 19 of the PROPOSAL titled Jola_TheRoomPlace_RevisedCombinedProposals_2022_5_16.pdf. Because the scope of work can change from month-to-month, JOLA will be required to provide CLIENT with a monthly schedule of deliverables for each website no later than 7 business days prior to the beginning of each month. CLIENT will be required to approve each month's schedule in writing no later than 2 days prior to each month.

The monthly retainer fees shall be payable the 1st of every month, according to the payment schedule set forth in the attached proposal.

CLIENT agrees to perform all tasks assigned to CLIENT as set forth in this Agreement and/or any Change Order, and to provide all assistance and cooperation to JOLA to complete timely and efficiently the Websites. JOLA shall not be deemed in breach of this Agreement, the Services, a Change Order, or any milestone in the event JOLA's failure to meet its responsibilities and time schedules is caused by CLIENT's failure to meet (or delay in) its responsibilities and time schedules set forth herein, a Change Order, or this Agreement. In the event of any such failure or delay by CLIENT (i) all of JOLA's time frames, milestones, and/or deadlines shall be extended as necessary; and (ii) CLIENT shall continue to make timely payments to JOLA as set forth in this Agreement and any Change Order(s) as if all time frames, schedules, or deadlines had been completed by JOLA.

All additional services requested by the CLIENT beyond those set forth in the PROPOSAL or Scope of Work above will be billed at the hourly rates set forth in this Agreement, or in the absence of stated rate, at $120 per hour. This rate shall also govern additional work authorized beyond the maximums specified in this Agreement for such services as graphic design services, editing, Website functionalities and features, or any other services, to any extent applicable that require additional labor resources not included in the PROPOSAL.

B. Invoicing

Once JOLA has been formally retained and the first monthly payment is paid according to the terms in the PROPOSAL, JOLA will provide CLIENT with a Schedule of Development of CLIENT's Websites containing a proposed reasonable schedule of development "milestones". JOLA will thereafter invoice CLIENT on a monthly basis. During the first week of each month, JOLA will provide CLIENT with a report of tasks and hours worked on during the prior month. CLIENT shall pay each undisputed invoice within 30 days after receipt of such invoice. If there is a dispute with regard to whether work was actually completed or whether an invoice is properly payable, the amount of the invoice in dispute shall not be due until the dispute is resolved. However, in such event, JOLA shall not be obligated to continue progress on the project after 5 business days until such resolution, and all-time frames contained in schedules previously agreed upon are deemed extended until such invoice dispute is resolved or paid.

C. Expenses

Except as expressly agreed otherwise in writing by CLIENT, JOLA shall bear all its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, workspaces, utilities, management, clerical and reproduction services, supplies, and the like. CLIENT shall have no obligation to provide office space, work facilities, equipment, clerical services, programming services, or the like. CLIENT will reimburse JOLA for reasonable and out-of-pocket expenses directly related to the services rendered pursuant to this Agreement for travel and lodging and messenger charges.

E. Project abandonment

If after repeated attempts to begin, continue, or finalize the delivery of services, CLIENT fails to participate, or becomes otherwise unresponsive to JOLA requests for a period of thirty (30) days, following written notice to CLIENT, the project may be considered abandoned, and JOLA may reduce any refund the CLIENT may otherwise be entitled to hereunder to zero, and CLIENT will have forfeited all rights to receive any refund for services anticipated under this Agreement.

4. Acceptance Testing

At the onset of the project, JOLA will provide CLIENT a "Work Plan" timeline that includes approximate dates when CLIENT can expect deliverables. These deliverables include the specifications document, wireframes, Websites design, assets requirement document, and when CLIENT can expect to see programming of the Websites for specific sections and features. Upon completion of the website and the delivery of all items stated in the Work Plan, CLIENT shall have ten (10) business days from such completion to use commercially reasonable efforts to inspect, test and evaluate the Websites to determine if they are free from programming errors and defects (with the express acknowledgment that JOLA is the expert in programming and that CLIENT is looking to JOLA for such expertise and guidance) in workmanship and materials, and will conform to the specifications in the Work Plan. CLIENT will be part of the inspecting, testing and evaluation process at all times from inception to completion. If the Websites do not satisfy any criteria, CLIENT shall give JOLA a written notice stating why the Websites are unacceptable. JOLA shall have then (10) business days from receipt of such notice to correct the deficiencies and deliver the corrected Websites to CLIENT. CLIENT shall then have five (5) business days to inspect, test and re-evaluate the Websites. If the Websites still do not satisfy any criteria, CLIENT shall have the option of either (1) repeating the procedures set forth above or (2) terminating this agreement pursuant to Paragraph 10 hereof.

When JOLA and CLIENT determine that the tests establish that the Websites comply with all criteria, CLIENT shall notify JOLA in writing that it accepts the Websites. Upon the live launch of the accepted Websites, JOLA will invoice CLIENT the final payment specified in Paragraph 3B above. It is understood and agreed that, at this juncture, JOLA will transfer the completed Websites to CLIENT's server of choice as designated by CLIENT herein, and JOLA will be deemed to have satisfied all its obligations under this Agreement and has earned and is entitled to its full fee as set forth in Paragraph 3B above.

Notwithstanding CLIENT's acceptance of any Deliverable, Services or Websites, upon delivery of the final completed Deliverables, CLIENT shall have the right to perform additional tests on each previously accepted Deliverable to ensure full integration and compatibility with all elements of the Websites. CLIENT shall perform such testing, and JOLA shall correct any nonconformities, in accordance with the procedures set forth in this Agreement, as though each such Deliverable were delivered on the date of delivery of the final Deliverables.

5. Confidentiality

A. Confidentiality

Prior to any JOLA personnel performing Services hereunder, JOLA shall require such personnel to execute written agreements that bind such JOLA personnel to confidentiality provisions that are at least as protective of CLIENT's information as those contained in this Agreement and Intellectual Property ownership provisions that grant CLIENT ownership rights in the Work Product consistent with the provisions of Section 6. JOLA shall treat this project as confidential. After CLIENT has approved the final Websites, however, upon CLIENT'S written consent (which may be revoked) JOLA may list CLIENT as a CLIENT of JOLA and may include a link to CLIENT's Websites on JOLA's website. JOLA may not issue any press release that refers to JOLA's work for CLIENT unless CLIENT has previously approved the press release in writing, which approval may be withheld for any reason or for no reason at all.

B. Confidential Information of CLIENT

From time to time CLIENT may provide its own confidential business and technical information to JOLA in connection with the work to be performed by JOLA hereunder. Such information shall be deemed as confidential upon or prior to disclosure by CLIENT. In addition, the preparation and specifications of the Deliverables shall in all instances be treated as confidential, unless and until disclosed publicly by CLIENT. JOLA shall use its best efforts to prohibit any use or disclosure of CLIENT's confidential information, except as necessary to perform work hereunder.

6. Ownership and Rights

A. Ownership of Work Product by CLIENT

Except as set forth below, all elements of all content and materials, in any and all formats and/or mediums now known or hereafter developed, resulting from any such services are hereinafter referred to as "Deliverables". All Assignments and Deliverables shall be exclusively owned by CLIENT and shall be considered works made for hire by JOLA for CLIENT, provided, however, that CLIENT has paid all invoices in full. Except as set forth below, CLIENT shall exclusively own all United States and international copyrights and all other intellectual property rights in the Deliverables. It is understood and agreed that additional materials added to the Websites in the future by JOLA may belong exclusively to JOLA however, the parties agree that the ownership of any such future

materials will be mutually agreed to by the parties.

B. Vesting of Rights

All Deliverables shall bear only such proprietary notices as CLIENT may specify. CLIENT shall be sole judge of the suitability of the Deliverables, and nothing herein shall require CLIENT to use the deliverables, or any part of the Deliverables. In its sole discretion, CLIENT may alter the Deliverables, add to it, combine it with any other work or works, license others to use the Deliverables, and determine whether to file Copyright applications for the Deliverables. JOLA hereby warrants, that it has obtained from all applicable parties a waiver of any and all moral rights, including, without limitation, any right to identification of authorship or limitation on subsequent modification that JOLA, or any other such party, has or may have in the Deliverables.

With the sole exception of any Preexisting Works identified in Paragraph 6C hereof, JOLA agrees to assign, and upon creation of each element of each Deliverable does hereby automatically assign, to CLIENT, its successors, and assignees, irrevocably and in perpetuity, throughout the universe, all right, title, interest, and ownership of all Work Product, including all Intellectual Property Rights therein. This assignment is undertaken in part as a contingency against the possibility that any such element, by operation of law, may not be considered a work made for hire by JOLA for CLIENT. From time to time upon CLIENT's request, JOLA and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as CLIENT may request. CLIENT, its successors, and assigns, shall have the right to obtain and hold in its own name all copyright registrations, Intellectual Property Rights and other evidence of rights that may be available for the Deliverables and any portion(s) thereof.

C. Preexisting Works

In the event that any portion of any Deliverable (including the entirety thereof) constitutes a preexisting work for which JOLA cannot grant to CLIENT the rights set forth in Paragraphs 6A and 6B above, JOLA shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions or royalty terms applicable to JOLA's or CLIENT's use of such preexisting work or CLIENT's exploitation of the Deliverable as a Derivative Work thereof; and (4) the source of JOLA's authority to employ the preexisting work in the preparation of the Deliverable. Such works shall be referred to as "Preexisting Works". The only preexisting works that may be used in the construction of any Deliverable are the Preexisting Works specified herein and any Preexisting Works that may be approved in writing by CLIENT prior to their use.

D. No Infringement

JOLA warrants that the Deliverables and all materials and methodology used in connection with the performance of JOLA's obligations under this Agreement, do not and will not infringe upon any patents, copyrights, trade names, trademarks, trade secrets, licenses rights of publicity or other rights of any 3rd party, and that JOLA has obtained any necessary license, permits, permissions and/or releases in connection with the Deliverables, as the case may be, and that JOLA has and shall comply at all times with any and all applicable laws, rules and regulations in the performance of its obligations under this Agreement.

7. Agreements with Employees

No individuals or entities other than JOLA and JOLA's employees and independent contractors shall undertake any work in connection with this Agreement. JOLA shall obtain and maintain in effect written agreements with each of its employees who participate in any of JOLA's work hereunder. Such agreements shall contain terms sufficient for JOLA to comply with all provisions of the Agreement and to support all grants and assignments of rights and ownership hereunder. Such agreements also shall impose an obligation of confidence on such employees with respect to CLIENT's confidential information. Nothing contained herein shall limit JOLA's ability or right to utilize independent contractors provided that such independent contractors agree to be bound by the terms of this Agreement.

8. No Hire Agreement

For a period of one year from the earlier of the completion of this project or the termination date of this contract, CLIENT will not directly or indirectly induce or attempt to induce any employees of JOLA who actively worked on the Deliverables hereunder for CLIENT and who became known to CLIENT by virtue of performing the Services to leave the employment of JOLA or to accept any other employment or position unless (in each case prior to such inducement or attempted inducement) such employee has been terminated as an employee of JOLA by JOLA, or has no longer been an employee of JOLA for a period of 90-days.

9. Representations and Warranties

JOLA makes the following representations and warranties for the benefit of CLIENT:

A. No Conflict

JOLA represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by JOLA under this Agreement. CLIENT understands that JOLA is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with JOLA's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

B. Ownership Rights

JOLA represents and warrants that (1) it is and will be the sole author of all works employed by JOLA in preparing any and all Deliverables other than Preexisting Works; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Deliverables pursuant to this Agreement; (3) all Deliverables other than Preexisting Works have not been and will not be published under circumstances that would cause a loss of copyright therein; and (4) all Deliverables, including all Preexisting Works, do not and will not infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been

threatened or asserted, nor is such a claim pending against JOLA (or, insofar as JOLA is aware, against any entity from which JOLA has obtained such rights).

C. Conformity, Performance, and Compliance

JOLA represents and warrants that (1) all Deliverables shall be prepared in a professional and workmanlike manner and with professional diligence and skill, free from programming errors and defects using personnel of required skill, experience, and qualifications in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement and included in the Proposal; (2) all Deliverables will conform to the specifications and functions set forth in this Agreement; and (3) JOLA will perform all work called for by this Agreement in compliance with applicable laws; (4) the Deliverables will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; (5) when delivered, the Deliverables and Websites will not contain: (i) any virus, trojan horse, worm, backdoor, malware, or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt, or otherwise harm any computer, systems, or software, or (ii) any time bomb, drop dead device, or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive CLIENT of its lawful right to use the Websites and Deliverable. JOLA will repair any Deliverable that does not meet this warranty within six (6) months following acceptance of the website by CLIENT if the defect affects the usability of CLIENT's website, and otherwise will repair the defect within a reasonable period, said repairs to be free of charge to CLIENT. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of JOLA.

D. Indemnification

JOLA shall indemnify, defend, and hold harmless CLIENT and CLIENT's officers, directors, employees, agents, successors, and assigns (each, a "CLIENT Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, that are incurred by a CLIENT Indemnitee, arising out of or resulting from any claim, suit, action, or proceeding (each, an "Action") alleging: (a) JOLA's breach of any representation, warranty, covenant, or obligation of JOLA (including any action or failure to act by any subcontractor that, if taken or not taken by JOLA, would constitute such a breach by JOLA) under this Agreement; or (b) any negligence by JOLA or any subcontractor in connection with performing Services under this Agreement.

10. Term and Termination

A. Term of Agreement

This Agreement commences on the later date is executed by each party and shall continue and shall remain in force until full performance by both parties, and unless otherwise terminated as provided herein.

B. Termination of Work

CLIENT may, at its sole option, terminate any or all work outstanding, or any portion thereof, upon thirty (30) days written notice to JOLA. JOLA shall be paid for all undisputed amounts owed for work performed through the date of receipt of notice of termination as specified herein, and upon receipt of notice of termination and payment, JOLA shall inform CLIENT of the extent to which performance has been completed through such date and collect and deliver to CLIENT whatever work product and Deliverables then exist in a manner prescribed by CLIENT.

JOLA may terminate any work under this Agreement upon thirty (30) days written notice to CLIENT in the event of a breach of a material provision of this Agreement by CLIENT, provided that, during the thirty (30) days period, CLIENT fails to cure such breach. Upon expiration of such 30 days period, provided CLIENT has failed to cure such breach, JOLA shall be paid for all work performed through the date of receipt of notice of termination as specified herein. Upon receipt of such payment, JOLA shall inform CLIENT of the extent to which performance has been completed through such date and collect and deliver to CLIENT whatever work product and Deliverables then exist in a manner prescribed by CLIENT. Nothing contained herein shall limit JOLA's right to pursue all additional legal remedies and/or equitable relief against CLIENT for any default, if any, of this Agreement. CLIENT'S maximum liability hereunder shall not exceed the lesser of the remaining fees due for the Services under this Agreement.

CLIENT may terminate any work under this Agreement upon written notice to JOLA in the event of a breach of a material provision of this Agreement by JOLA, which, if curable, fails to be cured within fifteen (15) days

11. Miscellaneous Provisions

A. Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

B. Independent Contractor

JOLA, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. JOLA shall be solely responsible for and shall hold CLIENT harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workmen's compensation.

C. No Agency

CLIENT does not undertake by this Agreement or otherwise to perform any obligation of JOLA, whether by regulation or contract. In no way is JOLA to be construed as the agent or to be acting as the agent of CLIENT in any respect, any other provisions of this Agreement notwithstanding.

D. Notices

If one party is required or permitted to give notice to the other under this Agreement, such notice shall be deemed given either (a) when transmitted by email with receipt or (b) five (5) days business days after depositing the notice in the U.S. mail, first-class postage prepaid, at the address specified above, or at such other address or email address as the party may specify in writing in accordance with this paragraph.

E. Time is of the Essence

Time is of the essence to the performance of the parties' obligations under this Agreement.

F. Multiple Counterparts

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

G. Jurisdiction & Disputes

This Agreement shall be governed by the laws of New York.

All disputes hereunder shall be resolved in the applicable state or federal courts of New York. The parties' consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

In the event of any controversy concerning or related to this Agreement or the performance of this Agreement the prevailing party shall be entitled to recover its reasonable expenses, including reasonable attorneys' fees, incurred in resolving such controversary, in additional to any other relief that may be available.

H. Agreement Binding on Successors

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs,

administrators, successors and permitted assigns.

I. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

J. Severability

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

K. Assignability

The Agreement is personal to JOLA and may not be assigned by any act of JOLA or by operation of law unless in connection with a transfer of substantially all the assets of JOLA or with the consent of CLIENT, which consent shall not be unreasonably withheld.

L. Integration / Modification

This Agreement together with the proposal constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

M. Survival.

The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 1B, 1H, 4, 5, 6, 9 and 11.

N. Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Jola Interactive, Llc.

Michael Lamarti
Print Name:

Michael Lamarti
Signature:

5/24/22
Date:

TRP Acquisition Inc.

Bruce Berman
Print Name:

Signature

✓ 52422
Date:

Exhibit A - Proposal

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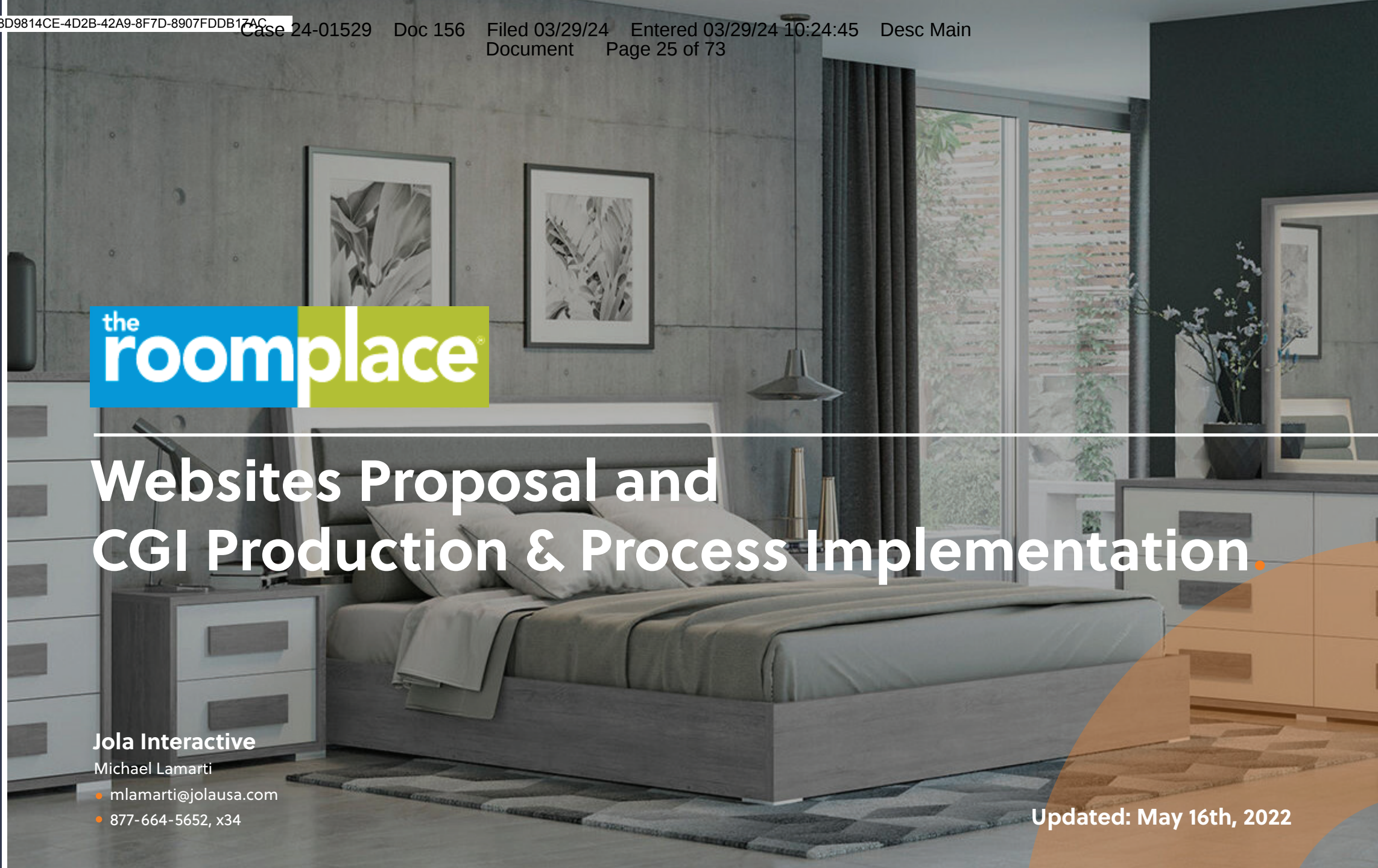

the roomplace®

Websites Proposal and CGI Production & Process Implementation.

Jola Interactive
Michael Lamarti
- mlamarti@jolausa.com
- 877-664-5652, x34

Updated: May 16th, 2022

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Table of Contents

03 Websites Proposal

04 Executive Summary

07 Project Breakdown

08 Project Description

09 Deliverables

13 Roadmaps

18 Websites Proposal Budget Estimates

23 CGI Production & Process Implementation

24 Project Description

25 Total Budget Estimates

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Websites Proposal.

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Executive Summary

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Executive Summary

The RoomPlace is seeking a partner to replatform The Room Place and APT2B websites, and launch 2 new websites on Adobe Commerce with the goal of completing the websites in 2023.

Jola is proposing to provide a development team comprised of the multiple skill sets and experiences required to document the specifications, and build the two websites according to the requested schedule. As a critical part of the business strategy, the digital experience should be second to none, delivering an exceptional customer experience at every touch point. The Jola team believes soundly that it can deliver such an experience.

Jola is an ideal choice of partner for The RoomPlace, with a strong experience and a proven track record of driving results through digital innovation for brands and businesses. Founded in 2010, our mission at Jola is to create best of breed solutions designed to help our clients grow. We are composed of an interdisciplinary mix of strategy, creative, UX design, visual design, creative technologies and engineering teams. Each one of our team members has spent years working with brands of all sizes on their strategic marketing needs, technology solutions, and creative services. This rare combination means that your business will receive unique strategic insight for evolving your business, along with the web development expertise and experience needed to meet your sales and marketing objectives.

Our proposal is a high level representation of our recommendation based upon the requirements we reviewed together most recently. Once we have a solid knowledge base, we will have the ability to move quickly towards defined project definitions.

We look forward to reviewing our proposal with the team at The RoomPlace and to potentially working together to bring these exciting new websites to life.

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What Separates Us From the Rest?

We'll ask the right questions about your online business requirements and there won't be much of a learning curve for us when it comes to understanding your business practices and how to replicate them effectively online.

We've built websites that include features to help retailers, designers, and consumers make their experience online more productive. The sites we build attract visitors and generate millions of dollars online for our clients.

We're not only a web development company, we're also a 3D solutions specialist that works on visual configurators, augmented reality solutions, and 3D modeling with photorealism outputs.

We understand integration well. We've worked with clients to integrate into some of the most robust enterprise solutions, CRM's and 3rd party applications. We're comfortable with your requirements.

Because we also specialize in virtual photography and digital draping solutions, we can help you show all of your products online in every color, material and finish options in their true state.

Integration Experience

- Quickbooks
- SAP
- SYSPRO
- Macola
- ACCtivate
- Microsoft Dynamics
- Salesforce with Pardot
- Live chat applications
- AS400
- Sage 100 and Sage 500
- Netsuite
- Many more ERP and CRM solutions

Magento® Adobe | SOLUTION PARTNER

BBB ACCREDITED BUSINESS

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Project Breakdown

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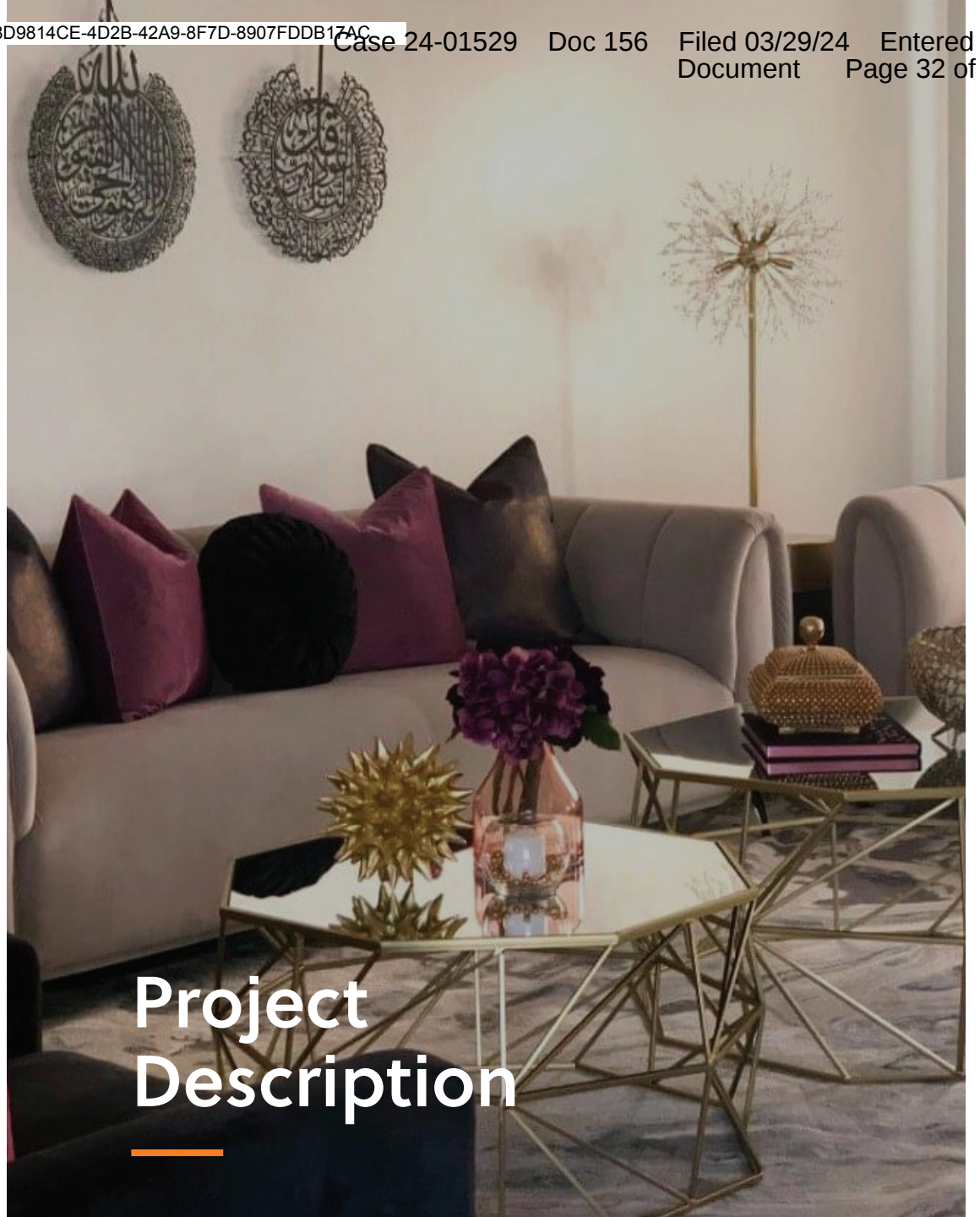

Project Description

Project Description

The RoomPlace is planning to build 2 Magento eCommerce websites by December 2022. Both websites will have their separate, respective front-ends managed through one content management system on the same Magento Commerce Cloud environment. The websites will integrate with Storis ERP software connected to a custom built middleware that The RoomPlace manages.

The 2 websites will each retain their individual branding attributes and function separately from each other, with each brand incorporating their respective business rules, product catalogs, and logic.

In addition, The Room Place will rebuild their existing 2 websites (apt2b.com, theroomplace.com) on the same Magento platform being used for the websites being completed in 2022.

The total websites will all be integrated in STORIS ERP.

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Deliverables

Deliverables

Jola will work with TRP to scale and scope all of the requirements for a replatform of theroomplace.com and apt2b.com, as well as the new development of a mattress website and a sectional website (both yet to be named) on the same Adobe commerce installation that will support all of the company's websites.

Jola's team will start by defining the business objectives and specifications of each website before creating an updated road map and schedule for each website. The progamming team will commence their work on the integration between Storis and Magento Commerce.

Jola's team will also:

- Develop and document the specification
- Provide a road map and timeline to meet the desired schedule
- Complete the UX framework for responsive design
- Program the back-end websites logic
- Program the front-end design and functionalities
- Optimize the websites for browsers' top performance (as rated by Google Speed and GT Matrix)
- Ensure that the sites successfully launch by the set dates
- Provide ongoing support

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The Room Place, Mattress, Sectional, and APT 2B Websites

May 24th, 2022- June 30th, 2022
Magento 2 Front-end/Back-end

Solutions Architect	50%
(1) Magento 2 Developer	50%
(1) Integration Specialist	Full Time
6 Week budget	**$33,250**
Account Management	$11,250
UX/UI Design	$120/hr
QA & Testing	Included

Length of Development **May 24th, 2022- June 30th, 2022**

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The Room Place, Mattress, Sectional, and APT 2B Websites

July 1st, 2022 - May 31st, 2023
Magento 2 Front-end/Back-end

Solutions Architect	Full Time
(2) Senior Magento 2 Developers	Full Time
(1) Magento 2 Developer	Full Time
(1) Integration Specialist	Full Time
(3) Magento 2 Front-end Developer	Full Time
Monthly Budget	**$72,000**
Account Management	$7,500
UX/UI Design	$120/hr
QA & Testing	Included

Length of Development **July 1st, 2022 - May 31st, 2023**

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APT 2B and Integration Updates

July 1st, 2023 - October 31st, 2023
Magento 2 Front-end/Back-end

Solutions Architect	Full Time
(1) Senior Magento 2 Developers	Full Time
(1) Magento 2 Developer	Full Time
(1) Integration Specialist	Full Time
(2) Magento 2 Front-end Developer	Full Time
Monthly Budget	**$51,000**
Account Management	$7,500
UX/UI Design	$120/hr
QA & Testing	Included

Length of Development **July 1st, 2023 - October 31st, 2023**

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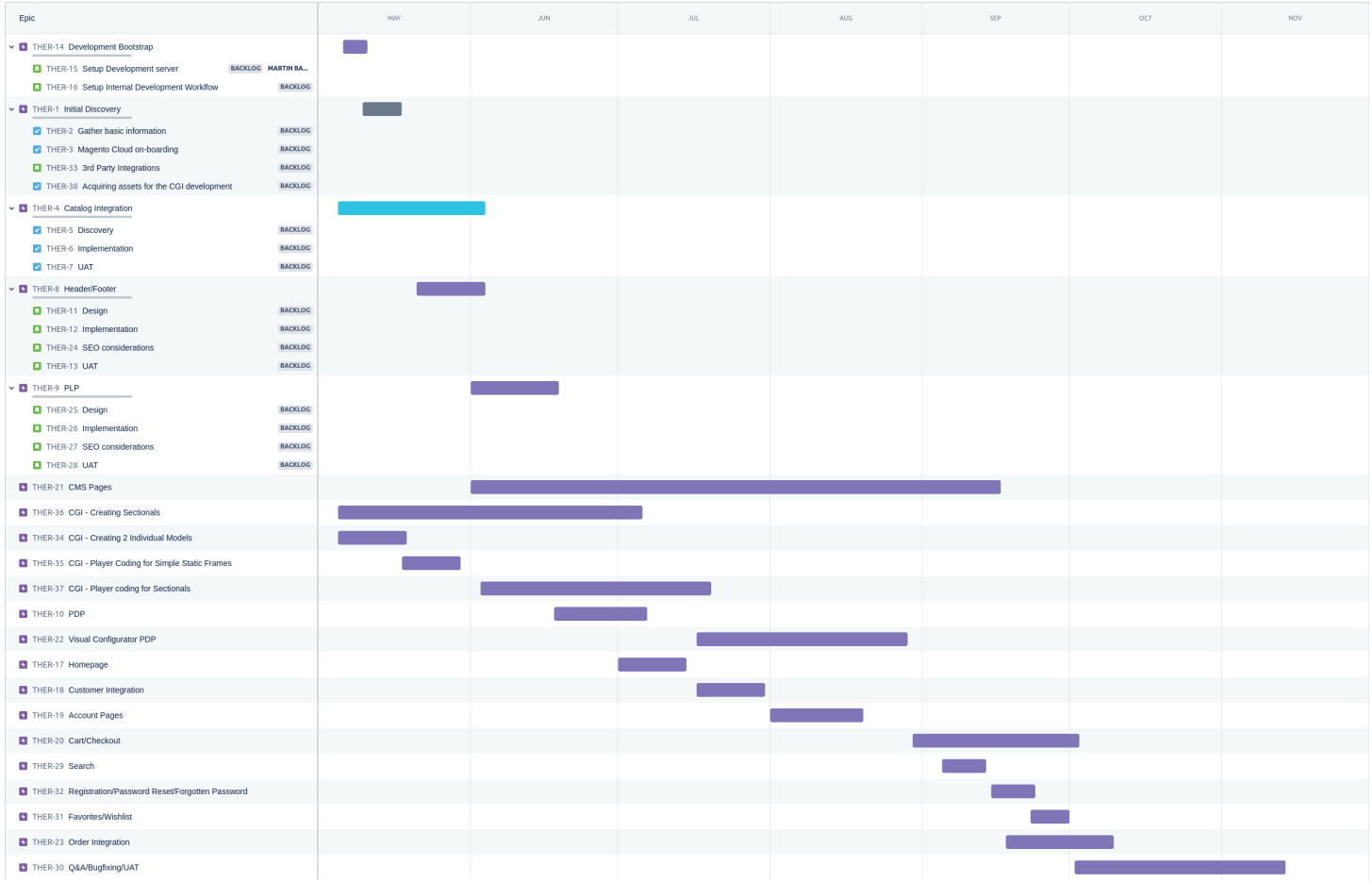
Sectional and Mattress Website Roadmap



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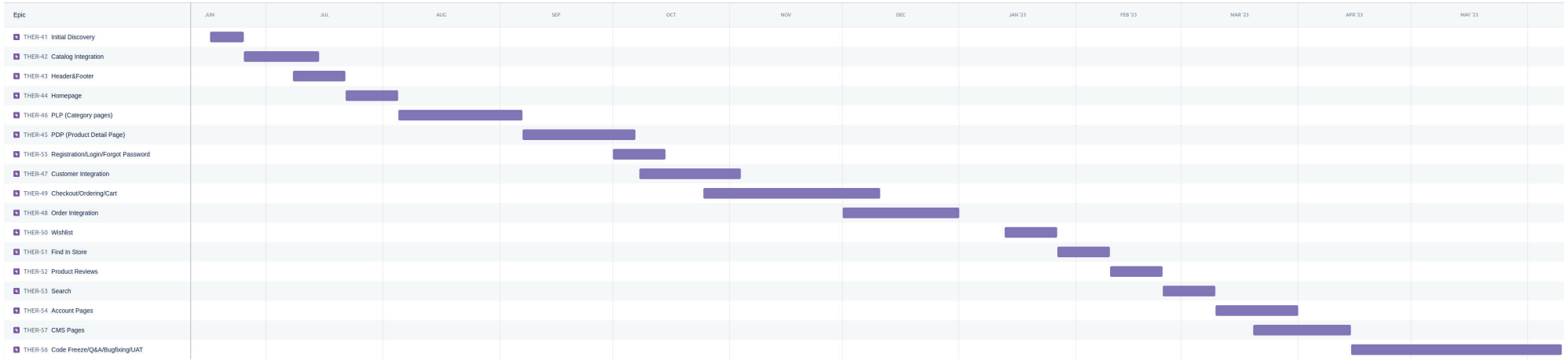
The Room Place Website Roadmap



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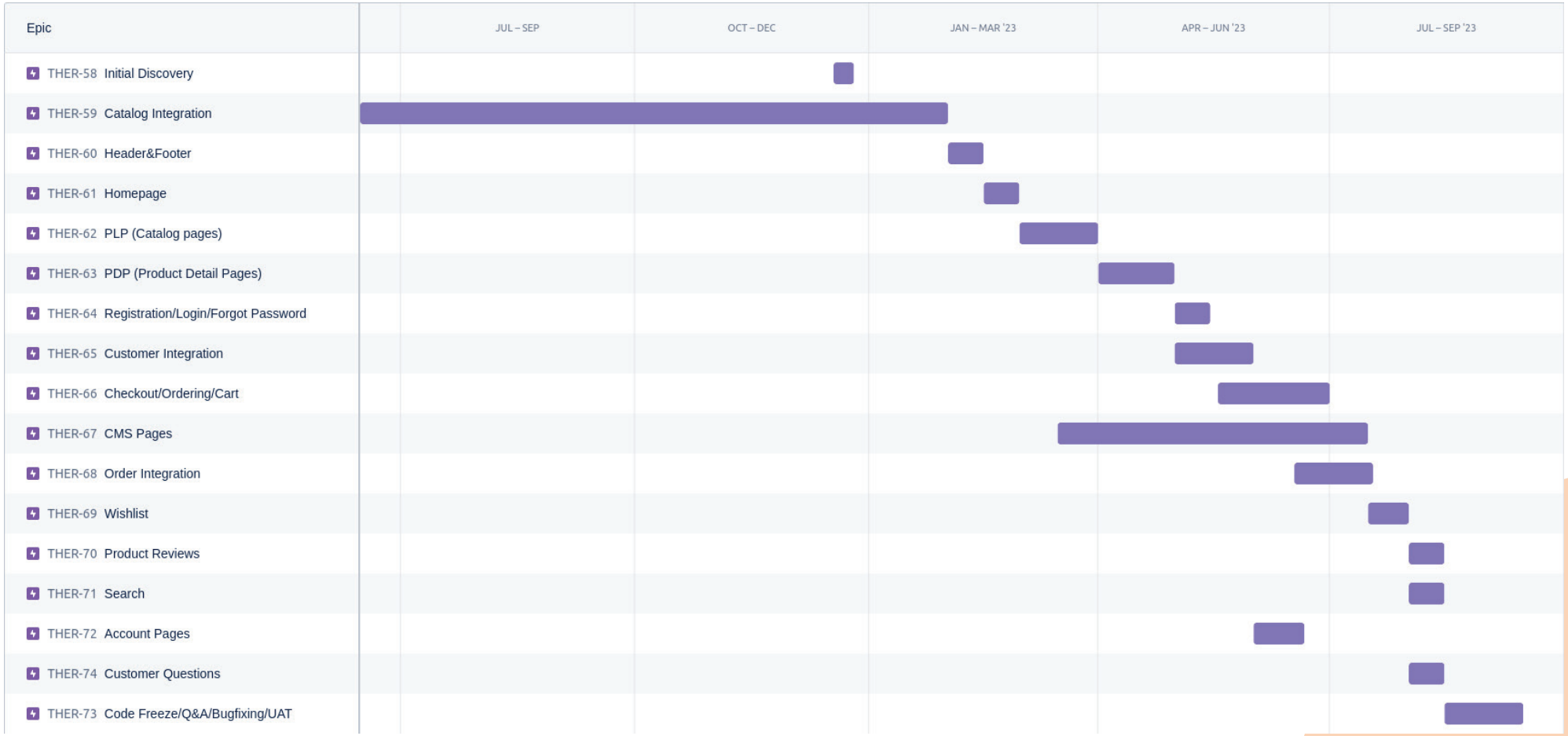
APT 2B Website Roadmap



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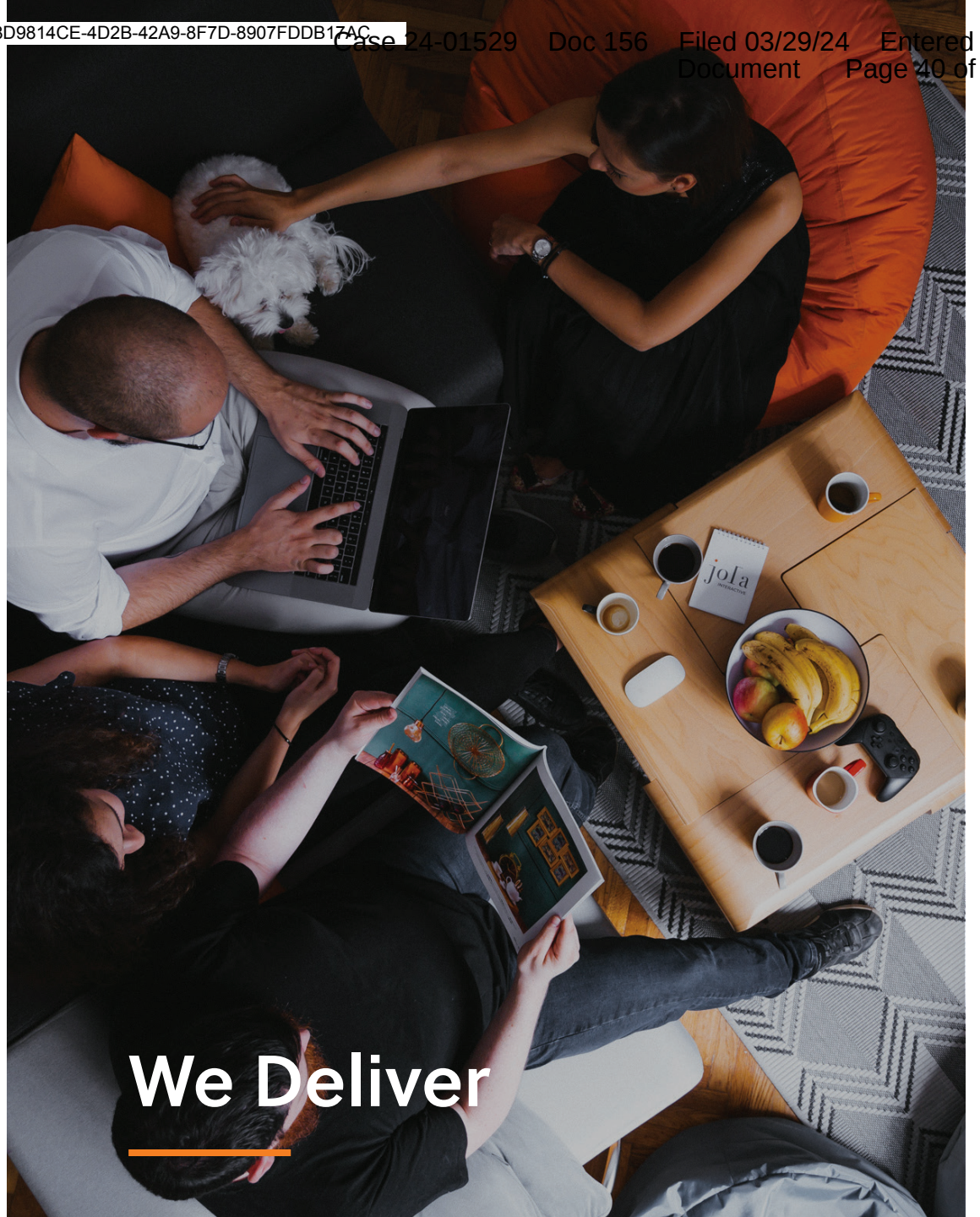

We Deliver

Website development deliverables will include a discovery document, UX-UI design, front-end design and programming, backend programming, testing, and ongoing support. Jola is able to provide hosting solutions or host the site, should you request this.

Upon completion of the site development, Jola will provide a custom manual that will include instructions specific to your site on how to update all of the sites content including products and static content. Jola's manuals are produced for non-technical users, and provide clear screen shots with detailed instructions on how to manage every feature on the site. Once the manual is provided, Jola can host a series of online training sessions for the sites' admin team to demonstrate the most often used functions of the CMS and to provide further instructions on topics that require more clarity by the admin team.

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Standardization, Testing + SEO

Standardization

Designing and building a proper websites requires the expertise to ensure that the sites run smoothly across a multitude of platforms and browsers.

- The websites will be able to be viewed properly on the 2 most recent versions of Chrome, Chrome for Mac, Safari, Firefox Mozilla, Firefox Mozilla for Mac, and Microsoft Edge

Testing Standards

We will test your websites in their entirety, including design, functionality, and backend programming. We will:

- Prepare test cases based on design and functionality
- Ensure a cosmetic bug test before delivery
- Test the embedded links to make sure that no errors are there
- Validate all web applications
- Make sure that all code will be compliant to W3C
- Ensure that all product data is imported properly onto the site, and display properly

SEO

We build websites with SEO in mind. This gives the The RoomPlace the tools required to update the websites for SEO purposes on regular basis. Jola will also create all of the 301 redirect requests made from the client for all new URL's. The site will be:

- 100% Search Engine Friendly
- Google Site Map
- URL Rewrites give full control of URL's
- Meta fields for products and categories
- Auto-generated Site Map for display on site
- Auto-Generated Popular Search Terms Page

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Websites Budget Estimates

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Websites Budget Estimates

May 24, 2022 - June 30, 2022	
Fully Managed team	$33,750
Account Management	$11,250
Estimated UX/Design (estimate)	$4,000
Total 6 Weeks Estimated Budget	**$49,000**
July 1, 2022 -October 31, 2022	
Fully Managed Team	$72,000
Account Management	$7,500
UX/Design (estimate)	$9,000
Total Monthly Estimated budget	**$88,500**
November 1, 2022-May 31, 2023	
Fully Managed Team	$72,000
Account Management	$7,500
UX/Design (estimate)	$1,500
Total Estimated Budget	**$81,000**
July 1, 2023-October 31, 2023	
Fully Managed Team	$49,000
Account Management	$7,500
UX/Design (estimate)	$1,500
Total Estimated Budget	**$58,000**
Total Websites Development Budget 2022-2023	**$848,000**

Websites Development Terms:

Monthly retainer due 1st of each month

Balance paid over 5 consecutive months with final payment due within 15 days after deployment to live websites

May-June retainer is due in full at signing of contract

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How We Work

Discovery & Requirements

The discovery and requirements process will span several weeks, overlapping with other stages of the project plan. The following tasks are part of this phase:

- Kickoff/initial discovery
- Competitive analysis and comparative audits
- Product research and understanding
- Key stakeholder interviews
- Brand audit
- Content audit and strategy
- Technical discovery and requirements gathering

Architecture & Navigation

During this phase, we will focus on defining the overall site architecture and navigation system. We will identify the most efficient way to present content to visitors in order to meet their objectives quickly and provide them with an optimal customer experience.

Following tasks are included in the design phase:

- Brand integration planning
- Design exploration
- Design styleboards and mockups/reviews and refinements
- Asset guidelines

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Front-end/Back-End Production/Integration

Our development approach will be defined by what is eventually planned and designed. This will include the development of the front-end user experience (page layouts, functionality, and interaction) and The websites production overlaps with Back-end systems (CMS and API integration, programming of integration scripts for existing systems)

- Front-end UI styleguides & template development
- Development staging, production environment setup
- CMS selection, setup, customization (Magento or Demandware)
- Develop email capture forms/auto reply emails
- Programming with React framework, java script, HTML 5.0 and XHTML, DHTML, along with AJAX and JAVA, keeping in mind the latest web trends
- Back-end development & integration with web services (API) and custom coded scripts
- Hand off requirements & on boarding

Quality Assurance Testing

Our quality assurance approach takes place during development and at the end of the project as a stand-alone phase. This ensures we have allocated adequate time to test key features and functionality, and that we're able to eliminate any known bugs ahead of deployment. For QA testing, we will use a 3rd party testing partner that has expertise in building and managing a test plan and providing our team with direction on issues that have been identified. This provides an objective view of the build and keeps our team focused on development and refinement. Our QA approach includes the following key tasks:

- Bug tracking
- Bug fixing and approval
- Code and asset optimization
- Client user acceptance testing
- Deployment support and post deployment testing

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Budget Considerations

- The project schedule and budget allocation presented in the proposal is based on information known to date, provided documentation, and initial discussions with The Room Place.
- While The agency's understanding of the project needs and objectives are clear, the exact scope of work required to deliver the right solution will be further identified during the discovery process.
- The agency has included certain assumptions and exclusions to arrive at a cost that is in line with the scope of work, as we understand it today.
- The use of partners (outsourcing) may be used for specific tasks within the development and quality assurance process. It is not yet determined if this would be necessary, however we wish to make it known that we may leverage third parties for these specific tasks, in which case, costs will be included in the budget shown here.

Additional Cost Considerations

- Asset Production (Photography, Video, CGI, Motion Design)
- User Tracking / Heat mapping
- Support & Optimization
- Third Party Licenses (If Needed)

The following tasks have been excluded from our estimate:

- The client will provide all site content and copywriting, and as such, it is recommended that the client also manage the content population process as part of CMS onboarding.
- All visual assets (photography, logos, product images, etc.) will be provided by the client. During concepting and design, Jola will identify specific assets that will be needed throughout the product process and prior to deployment.
- Ongoing maintenance, including additional training and support are considered part of the maintenance/retainer scope and will be contained in a separate agreement.
- Any and all costs associated with acquisition of software, services, or assets that don't fall under the original the scope of work.

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the roomplace

CGI Production & Process Implementation.

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Project Description

The Project as We See it

Jola will work with the TRP team to develop a process, structure, and workflow to ensure the successful development of 3D assets for TRP.

Deliverables

- Create a uniform standard for collecting and delivering assets/materials to Jola
- Developing document formats for documenting dimensions by product category
- Defining standards for collecting and storing images, 2D and 3D CAD files, line drawings, 3D scans, fabric and material swatches, other relevant information to aid in the efficiencies of creating models and renders
- Differentiating between 3D standard models and 3D configurable models needed to be built for visual configurator and how this affects the review process
- Establishing a workflow for the TRP review process with Jola and the submission of edits
- Training on the Jola project management software

Deliverable

The culmination of our joint efforts will establish a proper workflow between TRP and Jola to prepare, build, review, and successfully finalize large batches of 3D models and renders on a monthly basis

Budget

$2,500

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Total Budget Estimates

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Total Budget Estimates

Description	
Total Websites Development Budget 2022-2023	$848,000
CGI Production & Process Implementation	$2,500
Total Project Estimate	**$850,500**

Websites Development Terms:

Monthly retainer due 1st of each month

Balance paid over 5 consecutive months with final payment due within 15 days after deployment to live websites

May-June retainer is due in full at signing of contract

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Proposal Approval

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the latest date set forth below.

Approved By: Bruce Beiman

Company: The Room Place

Date: 5/23/22

Signature:

Title:: CEO

Approved By: Michael Lamarti

Company: Jola Interactive

Date: 5/23/2022

Signature: DocuSigned by: Michael Lamarti 601069F96D454AA...

Title: CEO

This Proposal is subject to the terms and conditions of the Website Development Agreement titled "the Room Place Website Dev Contract 5-16", dated on May 5th, 2022 between the parties

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Jola Interactive
Michael Lamarti
- mlamarti@jolausa.com
- 877-664-5652, x34

Bridging the gap

ADDENDUM TO WEBSITE DEVELOPMENT AGREEMENT

Extension of Contract Date: 11/1/23 through 6/30/24
Original Contract Date: 5/23/2022
Client: TRP Brands, LLC. ("CLIENT") with a principal place of business at 1000-46 N. Rohlwing Rd, Lombard, IL 60148.
Service Provider: Jola Interactive, LLC ("JOLA"), with a principal place of business at 19 Talcott Road, Rye Brook, NY 10573

This Addendum to the WEBSITE DEVELOPMENT AGREEMENT (the "Addendum") is entered into between TRP Brands, LLC. ("Client") and Jola Interactive, LLC ("JOLA") to amend the original Website Development Agreement dated 5/23/2022.

1. **Extension of Contract Duration**
   The existing contract shall be extended for a period of eight (8) months, commencing on November 1, 2023, and referred to as the "extended period." Monthly invoices, amounting to $45,200 for 400 hours, will be issued and must be settled by the 5th day of each month. In cases where additional hours are needed, Jola will notify the Client to approve the hours. Invoices for additional costs beyond the $45,200 monthly fee will be due within 30 days of submission. JOLA will provide the Client with a comprehensive report detailing the allocation of hours and task breakdown within five business days of each ensuing month.

2. **Review and Extension**
   The Client has expressed a desire for the website development and related services, including the launch of the following websites: Seatables, APT2B, and The Room Place, to be concluded within 8 months commencing from the initiation of this contract. However, due to variables such as the continuous evolution of website designs, the honing of technical specifications, the partial availability and indeterminate delivery schedule of all assets for all websites, unpredictability in resource requirements, and the dynamics of collaborating with 3rd party solutions and services, Jola cannot guarantee adherence to the desired timeline. Nevertheless, Jola will exert every feasible effort to meet the Client's expectations within its control and influence boundaries.

3. **Scope of Work**
   The scope of the work for this managed resources agreement is to continue the development of the Client's websites as outlined in the main contract between the parties. The dedicated team includes an Account Manager, Project Manager, Technical Lead/Back End Developer, two (2) front-end REACT Developers, and two (2) Quality Assurance Developers.

4. **Payment Schedule**
   The resources allocated to work on the Client's websites will cost $45,600 to $68,000 a month, with payment due by the 5th of every month. If payments for invoices submitted 30 days or more are not received by the due date, the agency reserves the right to impose a 5% late fee on all outstanding balances that exceed the 30-day threshold. In addition to this, the agency may suspend work until all outstanding payments have been settled.

5. **Termination**
The Client or JOLA may terminate this contract extension by providing a written notice of termination at least thirty (30) days before the end of the Extension.

6. **Governing Law**
Any dispute or controversy arising among the parties hereto regarding any terms, covenant, or condition of this agreement or the breach thereof shall, upon written demand of any party hereto, be submitted to and determined by arbitration before the American Arbitration Association by a panel of three arbitrators, by the rules of the Association then in effect. Any award rendered shall be made through a written opinion explaining the arbitrators' reasons for the award. The arbitrators may not amend or vary any provision of this agreement. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction, which court shall have the power to review such award for compliance with this agreement.

In the event of any controversy concerning or related to this Agreement or the performance of this Agreement, the prevailing party shall be entitled to recover its reasonable expenses, including, without limitation, reasonable attorneys' fees.

7. **Entire Agreement**
This Addendum constitutes an integral part of the original Website Development Agreement and, together with it, constitutes the entire agreement between the parties regarding the project.

8. **Signature**
Both parties acknowledge their understanding and acceptance of this Addendum to the Website Development Agreement by signing below.

Jola Interactive	TRP Brands, LLC.
Michael Lamarti	Caroline Posey
Print Name:	Print Name:
Michael Lamarti	Caroline Posey
Signature:	Signature
11/6/2023	11/6/2023
Date:	Date:

EXHIBIT

“B”

• 877.664.JOLA
• JolaUSA.com

TRP Brands, LLC Maintenance Plan.

May, 2023

Table of Contents

About 4
Maintenance Plan Recommendations 5
Details 8
- What IS included in this agreement 8
- What is NOT included in this agreement 8
- Deadlines & Deliverables 8

Definitions 9
- Production Server 9
- Staging Server 9
- Development Server 9
- Downtime 9
- Emergency 9
- Critical Business Impact 9
- Backup 9
- Ticket 10
- Version Control System 10
- Patch 10
- Progressive Web App (PWA) 10

General 11
- Support when restoring backups 11
- Support in case your websites have been hacked 11

Support 11
- Support Manager 11
- Priority Response 11
- Support Contacts (Monday - Friday from 5:00AM to 5:00PM CST) - Support Call Center Telephone or Ticketing System 11
- After Hours Support Contacts 12

Available Hours 12
- Prepaid Hours 12
- Additional Hours 12
- Prepaid Hours Expiration 13

Additional Services 13
- joladev.com hosting - Development Version 13
- Version Control 13
- Adobe Commerce Performance Report 14
- Adobe Commerce Consulting 14
- Adobe Commerce Patch 14
- Initial Adobe Commerce version upgrades 14
- Adobe PWA Studio 14
- Agreement + Compensation 15

Authorization 16
Termination 16
Legal 16
Agreement Approval 17

About

Jola Interactive is dedicated to maintaining your Adobe Commerce platform and each of your PWA Storefronts as soon as they are publicly available and released. We are committed to allocating our time and resources to ensure the security and optimization of your Content Management System, Progressive Web Apps, and integrations. Our team, consisting of certified Adobe Commerce developers, QA developers, System Administrators, Designers, and Account/Project Managers, will seamlessly integrate with your team to support your online success.

The available hours in your maintenance package encompass the total included hours for a minimum period of 365 days (12 months). These hours can be utilized cumulatively and at any point throughout the duration of your maintenance plan. The recommended monthly hours cover various aspects, including consulting, account management, graphic support, training, version updates, security patch updates, bug fixes, and new feature development work.

The Maintenance Plan is split into Phases, per mutually agreed Storefront release cycles. The first phase (P-I) starts with FlipIt PWA deployment to client production server.

At the time of writing this document scheduled phases are:

- P-I: FlipIt,
- P-II: Seatables,
- P-III: The RoomPlace, and
- P-IV: APT2B

TRP Brands, LLC. can prioritize phases in any order they prefer, which may influence the overall Maintenance plan. Additionally, appendices can be incorporated into this document to address future updates. This allows for adaptability and ensures that the Maintenance plan can be tailored to meet the evolving needs of TRP Brands, LLC.

Maintenance Plan Recommendations

Enterprise Plus Plan		

Core Maintenance
tasks not managed by client[1]
	• 24/7 Uptime Monitoring
	• Logs Management and Monitoring
	• Regular Backups
	• Monthly Platform version check for Adobe Commerce
	• Security Patches for Adobe Commerce
	• Platform New Version Update for Adobe Commerce
		• Hosting setup & Server maintenance
		• Quarterly Extension Audits
		• Quarterly Jola Extensions Upgrades
		• Quarterly 3rd party Vendor Extension Upgrades
		  ○ WebGL configurator version updates[2]
		  ○ Manual updates

New Development & Optimizations *tasks managed and prioritized by client*	• New features coding • Custom design • Visual configurator design updates • Content Edits • Proactive Security • WebGL configurator features and design updates[2]	• Performance Monitoring • Monthly Reporting • Quarterly improvement recommendations • Integration Updates • Integration Troubleshooting & Support
Contact Hours (see designated footnotes for additional information)	• Support time: 5 AM - 5 PM CST Mon - Fri • Critical response time within 30 minutes • Response time for standard requests takes up to one business day • Non-critical business impact services requested during weekends and legal national holidays in the US will be billed at a rate of $180 per hour.[5]	• Communication channels: ○ Telephone Support 5 AM - 5 PM CST Mon - Fri ○ 24x7 Ticketing System* **The support link and support telephone number will be provided separately upon the signing of this agreement.*

Total Estimated monthly allocation **P-I (50h)** **P-II (P-I+100h)[2]** **P-III (P-II+75h)** **P-IV (P-III+75h)**	Core Maintenance (Jola): 30h 80h[2] 125h[2] 170h[2]	New Development & Optimizations (TRP): 20h 70h[2] 100h[2] 130h[2]
Price Per Month[3] P-I: $6,900 P-II: $17,250 P-III: $22,750 P-IV: $28,500	Websites FlipIt FlipIt / Seatables / WebGL Configurator[4] FlipIt / Seatables / TRP / WebGL Configurator[4] FlipIt / Seatables / TRP / APT2B / WebGL Configurator[4]	
(Optional) 24x7 support for Critical Business Impact		
Additional cost for 24x7 support[7]: P-I: $1,500 P-II: $2,000 P-III: $2,750 P-IV: $3,500	 FlipIt 24x7 support FlipIt & Seatables 24x7 support FlipIt & Seatables & TRP 24x7 support FlipIt & Seatables & TRP & APT2B 24x7 support	
24x7 support for Critical Business Impact Issues[6]	• Support time: 24x7 • The support provided includes telephone support, with a standard response time of 30 minutes • 24x7 Ticketing system	

	• Jola ensures the availability of a Technical Account Manager and Support Service Manager to provide dedicated assistance To ensure the 24x7 resolution of open issues, it may be necessary for a TRP representative to be available for communication with the Jola team. This collaboration is crucial to effectively address and resolve any ongoing concerns during the specified time frame. If Jola Customer Support cannot obtain critical information from TRP, Jola can downgrade a Critical Service Request to a lower priority. This action may be taken if essential details or input from TRP Brands, LLC. are not provided. In such cases, the time sensitivity of the request could be reassessed and adjusted accordingly.

Additional notes:

[1] Our Core maintenance activity ensures the health of your websites and applications by performing security patch updates and version upgrades. The time required for each update or upgrade depends on the number of extensions, integrations, and modules utilized on Adobe Commerce and PWA.

[2] WebGL configurator version updates will only be applied to relevant PWA storefronts.

[3] A minimum commitment of 12 months is required, with the flexibility to modify plans for each Phase individually.

[4] Each website's WebGL configurator will be customized and designed according to specific website specifications. Consequently, applying updates may require different Levels of Effort (LoE).

[5] Jola is capable of accommodating requests that are not classified as emergencies but have been prioritized, approved for weekend work by TRP Brands, LLC, and scheduled with our technical resource planning team at least 7 business days in advance.

[6] If a Critical Business Impact issue arises that is not caused by a programmatic error on Jola's side but is instead due to modifications made by a third party (e.g., changes in PIM data structure, unavailability of external dependency service, DNS misconfiguration), the used hours will be charged to TRP Brands, LLC. based on the weekend support hourly rate.

[7] For the 24/7 plan pricing to be applicable, TRP Brands, LLC. must commit to an Enterprise Plus Plan. By choosing the Enterprise Plus Plan, TRP Brands can avail themselves of the benefits and features provided under the 24/7 plan pricing.

Details

What IS included in this agreement

- Edit, revise, update or create new textual/minor graphical content.
- Product updates
- Content Updates
- Regular and thorough backups of your site so that it may be fully restored in case of loss (offsite, two daily DB backups, one weekly backup of files).
- Websites source code is managed in the private GIT repository.
- Consultation and advice
- Monitoring your websites and application functionality to ensure that everything is working as it should and upgrade where necessary. Some extensions may become outdated and no longer work with the newest version of your websites and application software. Extensions may need upgrading to accommodate the newer version, or become obsolete with the improvements in the website's software.
- CMS updates, and PWA application updates including UX/ UI design and development.
- Adobe Commerce support, including:
    - Adding new Adobe Commerce programming functionalities
    - Adobe Commerce site development
    - Project management for Adobe Commerce development

What is NOT included in this agreement

Improving SEO will require updating your websites, adding new optimized content regularly, organizing links, and creating microsites. It will also require ongoing SEO services and updates to react to changes in the world of Search Engines. **If requested, Jola Interactive is able to provide ongoing SEO support at additional cost**.

Should any of the TRP websites require new extensions that require purchasing, Jola will provide a work order which will require a sign off. Once a work order for an extension is approved, Jola will purchase the extensions and submit the receipt with an invoice for reimbursement.

Deadlines & Deliverables

Jola will respond to all maintenance requests within 24 hours during regular contact hours. Weekend support is available upon request and billed separately at $180 per hour.

Maintenance requests made on weekends deemed NOT an emergency will be addressed the first following business day. Emergencies are interpreted as issues that affect the websites from being accessed or from functioning and will be addressed 30 minutes after reporting the issue up until 5 PM CST. Standard requests' response time will be reviewed and addressed within 24 hours, or the next business day if reported during a weekend or official national US holidays as defined by the Department of Commerce. Please refer to the Support section for more information.

Definitions

Production Server

A production server is a type of server that is used to deploy and host live websites or Web applications. It hosts websites and Web applications that have undergone extensive development and testing before they are validated as production ready.

Staging Server

Staging server is a temporary clone of a live environment used for pre-release testing. It, therefore, serves as a temporary hosting and testing server for any new software or websites. Staging server is TMP (Temporary File/Folder), since the testing should always be done on a fresh copy of the live site.

Development Server

A development server is a type of server that is designed to facilitate the development and testing of programs, websites, software or applications for software programmers. It provides a run-time environment, as well as all hardware/software utilities that are essential to program debugging and development.

Downtime

Downtime means that a system or service is not working at a given time. The term is usually used in discussions about the provision of information technology systems or services.

Downtime is also known as idle time.

Emergency

Emergency represents the state when any of your websites is down or the checkout process cannot be completed.

Critical Business Impact

Customer's production business functions are down or have significant data loss or service degradation and immediate attention is required to restore functionality and usability.

Backup

Backup refers to the process of making copies of data or data files to use in the event the original data or data files are lost or destroyed. Secondarily, a backup may refer to making copies for historical purposes, such as for longitudinal studies, statistics or for historical records or to meet the requirements of a data retention policy.

Ticket

A ticket is the result of an end user submitting a help request via ticketing system, and it should contain elements detailing the exact nature of the problem the end user is having, and the steps used to replicate the problem. The ticket is then forwarded to the appropriate IT technician, who is responsible for addressing the request within the ticket based on the ticket's severity, impact to the organization, time received, etc.

Version Control System

Version control is a system that records changes to a file or set of files over time so that you can recall specific versions later. Using a version control system (VCS) also generally means that if you lose files, you can easily recover. In addition, you get all this for very little overhead.

Patch

A patch is a comprised code inserted (or patched) into the code of a system or product. Typically, a patch consists of bug fixes, which are a change to a system or product designed to handle a programming bug/ glitch. Many different types of programming bugs that create errors with system implementation may require specific bug fixes that are successfully resolved by a development or other IT team.

Progressive Web App (PWA)

A progressive web app (PWA) is a browser-based application that has become an alternative to a native mobile app. Experts describe PWAs as web apps that "look and feel" similar to a native mobile app.

Progressive web apps have certain benefits that have led them to become a popular alternative to native mobile apps. Progressive web apps can be deployed on any browser and have highly responsive construction. They can have all of the capability and mobile design of native mobile apps.

The biggest benefit, in many cases, is that progressive web apps do not require the user to log into an app store and acquire an app. Instead, users can just click on a link or perform some other command and get the app straight through the internet. Taking down this barrier to user acquisition has resulted in extreme increases in user engagement for apps that have been tested as PWAs.

General

Support when restoring backups

Usually, most of the hosting companies provide you with backups of your websites and application's files and database. Some of them provide you assistance when restoring a backup, but some of them don't. For that reason, we provide you the ability to contact us in case that you cannot manage restoring backup on your own.

Support in case your websites have been hacked

If it happens that any of your websites get hacked, we will immediately put your compromised website in maintenance mode and give you instructions and plans on how to clean it.

Support

Support Manager

Loree Gunn will serve as your dedicated support manager for day-to-day assistance with your Adobe Commerce portal and PWA applications during regular working hours. In the case of after-hours support, the Support call center will receive your calls and appropriately direct them to the relevant division within Jola.

Priority Response

Jola will provide a response within 1 hour to any inquiries received that is a priority. However, the time required to resolve an issue may vary depending on the complexity and nature of the problem, as well as the time needed to address it effectively.

Priority response time does not apply for out of office hours, with the exception of the "24x7 support for Critical Business Impact" package which covers out of office hours too.

Support Contacts (Monday - Friday from 5:00AM to 5:00PM CST)

In addition to providing access to our internal ticketing system, we will provide the contact number for our Support call center. This number is available for swift responses related to the specific issue you're facing or for submitting a ticket if you're unable to do so through our ticketing system. However, kindly note that the Support call center should not be used to inquire about progress updates or request status reports on open tickets.

After Hours Support Contacts

For any tickets related to issues that occur outside of our regular working hours (5:00 AM - 5:00 PM CST), we provide timely support through our Support Call Center or Ticketing System, depending on the support package selected. This service is specifically available for clients who have opted for a support package that includes 24x7 support for Critical Business Impact.

Plan Hours

New Development & Optimizations Hours

Our support packages include a defined number of prepaid hours we will utilize while working on your behalf. These hours are calculated annually, and we will deduct the hours used from your prepaid balance.
When you select the appropriate support package, we will allocate and reserve the necessary resources to fulfill your prepaid hours every month.

Upon receiving a request for a site update from the client, we will promptly provide an estimate outlining the number of hours required for the update as well as the proposed schedule for completion. This estimate will serve as a guide for both parties to understand the anticipated effort and timeline associated with the requested site update.

Additional Hours

During the Maintenance, dedicated AM/PM will plan hours usage ahead with you. Based on your requests, hours can be deducted from the “New Development & Optimizations” portion of hours or invoiced separately (with approved Work Orders) to prevent exhausting hours ahead of agreement renewal.
Monthly reports will give you insights on hours usage, planned activities and remaining hours amount.

If the prepaid hours have been utilized, we will promptly notify you and inquire whether you would like us to pause or continue working on your open tickets. We will provide estimates for the remaining work and seek your approval before proceeding with any additional tasks.

In the subsequent month's support contract invoice, any additional hours will be itemized and charged at the agreed-upon rate of:

- P-I: $160/h (FlipIt)
- P-II: $130/h (FlipIt / Seatables)
- P-III: $110/h (FlipIt / Seatables / TRP)
- P-IV: $95/h (FlipIt / Seatables / TRP / APT2B)

Depending on the Phase of the current Maintenance plan. Exceptions are weekend working hours with a rate of $180 per hour.

Prepaid Hours Expiration

The hours allocated within the maintenance plan are recalculated annually. These hours can be utilized at any time to make edits, add functionality, or address issues while the maintenance plan is active. However, it's important to note that once the plan is terminated or reaches its expiration at the end of the contract terms, any remaining unused hours will no longer be available for the support and maintenance of your website and applications.

Additional Services

joladev.com hosting - Development Version

Within a support contract, you get the opportunity to safeguard your website and application when a certain problem occurs. In order to prevent major damages to your website, we make a copy of your website on our internal server (joladev.com). This server will be considered as a development server and not as a staging server. Development server means that you will be able to install/ change extensions, do testing of custom code or admin settings, create separate branches for a third-party developer to work instead of working directly on live.

Our developers will also use this internal server to show you changes before pushing them to staging/live server.

For this service included in the chosen support package, we will reserve the right to recreate the live environment on joladev.com at any time and we will not hold any responsibility for any data loss on joladev.com server.

Version Control

This service includes code management via version control - the one we're using is called GIT. Your live/staging environment already has GIT enabled, and it is governed by the Adobe Cloud Hosting plan you have with them.

We will make sure that you get the process guide, showing what you are able to do and how. This guide will also serve to external developers and procedures when it comes to maintaining the version control system.

NOTE: Jola will not be responsible for maintaining your version control system if the selected support package does not include this service. Before we start using your already installed version control, we will ask you to send us guidelines and process documentation, development server and not as a staging server. Development server means that you will be able to install/change extensions, perform testing of custom code or admin settings, create separate branches for a third-party developer to work instead of working directly on live.

Adobe Commerce Performance Report

We will prepare monthly performance reports for your Adobe Commerce website. Reports will contain information including: server performance, page speed check and Adobe Commerce profiler of your checkout process pages (Homepage, Random Category Page, Random Product Page, My Cart Page and Checkout Page).

You are able to allocate your maintenance hours for additional reporting if so desired.

Adobe Commerce Consulting

Our years of experiences in eCommerce development have exposed us to best practices to maximize your success with your online business. We will provide you with essential recommendations and suggestions to continuously enhance the performance of your website and the success of your business. By providing essential information and useful advice we will help you make the right decisions and improve your website.

Adobe Commerce Patch

Adobe Commerce is a large and complex system that is constantly improving and evolving. From time to time, Adobe Commerce will push official patches for its system that fix known bugs. When the patch is made publically available, we will inform you and, with your permission, we will install the patch on your website.

Security patches updates and any additional theme/code/extension programming required will be deducted from your maintenance hours. A compilation of the completed tasks and the associated hours will be provided in the monthly report.

Initial Adobe Commerce version upgrades

Adobe Commerce updates the version of their platforms an average of a few times a year. These updates often include feature enhancements, performance enhancements, and security enhancements. When these updates become available, your account manager will inform you and schedule developers time to apply the pending updates. Because your website includes custom extensions and functions, updating the Adobe Commerce version will also require updating the extensions and custom coding, which can be a time consuming process. We will work with your team to plan for these updates accordingly.

If you choose a support package, which includes this service, upon your request, we will do an initial Adobe Commerce upgrade and provide you with a list of additional work needed to finalize the upgrade. If you approve the additional work, we will apply the changes and deduct spent hours from prepaid hours.

Adobe PWA Studio

A Progressive Web App, or PWA, is a term for any web application that uses modern web technologies and design patterns to provide a reliable, fast, and engaging user experience. Jola Interactive is using the latest Adobe PWA theme (called Venia) as a starting point - ensuring complete compatibility with Adobe Commerce. Since the theme core is developed and supported by Adobe itself, this design is also future

proof. Jola Interactive developers highly customized this theme for website needs and are capable of further extending visual enhancements and functionalities per your needs.

Agreement + Compensation

TRP Brands, LLC. is contracting Jola Interactive to provide support and maintenance of the Adobe Commerce CMS, and four PWA storefronts starting on May 23rd 2023 (with the launch of FlipIt Mattresses website). The monthly maintenance plan fees will be adjusted accordingly with the launch of each new website, as specified in this plan. This agreement expires 12 months after the launch of the fourth website.

Jola will be fully responsible for the successful operation of the Adobe Commerce website and PWA applications. TRP Brands, LLC. agrees that Jola will be the sole provider of maintenance services for the Adobe Commerce website/PWA applications (4 frontend websites). Under the terms of this maintenance plan, Jola Interactive will not be held liable for any malfunctions or errors resulting from changes made to the Adobe Commerce website codebase and/or PWA applications (4 frontend websites) by a third party other than Jola Interactive. Although Jola will make efforts to rectify any issues or errors that may arise, it is important to note that Jola will not be responsible for any errors, data losses, or other issues that have been caused by such third-party changes.

Jola will invoice TRP Brands, LLC. monthly based on current **Maintenance** phase - as follows:

- P-I: $6,900 (FlipIt)
- P-II: $17,250 (FlipIt / Seatables / WebGL Configurator)
- P-III: $22,750 (FlipIt / Seatables / TRP / WebGL Configurator)
- P-IV: $28,500 (FlipIt / Seatables / TRP / APT2B / WebGL Configurator)

Optionally, with **24x7 support for Critical Business Impact** package pricing will add following amounts per phase to above monthly invoices:

- P-I: $1,500 (FlipIt 24x7 support)
- P-II: $2,000 (FlipIt & Seatables 24x7 support)
- P-III: $2,750 (FlipIt & Seatables & TRP 24x7 support)
- P-IV: $3,500 (FlipIt & Seatables & TRP & APT2B 24x7 support)

Additional hours price depends on the current Maintenance phase (in relation to allocated monthly hours):

- P-I: $160/h (FlipIt)
- P-II: $130/h (FlipIt / Seatables)
- P-III: $110/h (FlipIt / Seatables / TRP)
- P-IV: $95/h (FlipIt / Seatables / TRP / APT2B)

Invoice payments are due within 30 days of invoicing.

Jola will bill separately for the purchase of extensions and will provide receipts and licenses for each extension required on the new Adobe Commerce website and PWA applications.

Services not considered as website maintenance, such as SEO, will be estimated separately if requested.

Authorization

TRP Brands, LLC. hereby authorizes Jola Interactive to access their web hosting account, providing active user name / password combinations for access to the server via sFTP, assuring that 'write permissions' are in place on said hosting provider.

Termination

TRP Brands, LLC. can cancel the maintenance agreement any time after the first 90 days from signing this agreement, provided that written notice is given with a minimum of one month's advance notice. However, if the cancellation notice is provided after the first five business days of the month, the maintenance plan must remain in effect until the last day of the following month.

Jola will give TRP Brands, LLC. a 30-day notice if it chooses to terminate the maintenance agreement after 90 days from the start date. However, if the cancellation notice is given after the first five business days of the month, TRP Brands, LLC. may choose to keep the maintenance plan in effect until the last day of the following month. Jola will ensure that TRP Brands, LLC. have access to all website assets, hosting environment, and servers before the termination of the relationship or upon request by TRP Brands, LLC.

Legal

TRP Brands, LLC. and Jola Interactive are independent entities, and nothing in this Agreement shall establish either party as the employer, principal, partner, or joint venture with the other party. Neither TRP Brands, LLC. nor Jola Interactive possesses the authority to assume or create any obligation or liability, whether express or implied, on behalf of the other.

In the event of any dispute or controversy arising among the parties regarding any term, covenant, or condition of this agreement or its breach, upon the written demand of any party, the matter shall be submitted to and resolved through arbitration. The arbitration shall be conducted before the American Arbitration Association, with a panel of three arbitrators, under the prevailing rules of the Association. The arbitrators' award shall be accompanied by a written opinion explaining the reasons for the decision. The arbitrators shall not have the power to amend or modify any provision of this agreement. The judgment based on the arbitrator's award may be entered in any court having jurisdiction, which shall have the authority to review the award for compliance with this agreement.

Agreement Approval

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the latest date set forth below.

X Check to add 24/7 Support Plan for Critical Business Impact

Approved By: Shoma Desai

Signature: Shoma Desai

Title: VP of IT

Date: 5/25/2023

Bridging the gap

ADDENDUM TO TRP MAINTENANCE PLAN AGREEMENT

This document is in reference to the Maintenance Plan (Contract) entered into by and between Jola Interactive, LLC (Jola) and TRP Brands, LLC (Client), dated 5/25/23 and signed by the client on 5/25/23.

Be it known that the undersigned parties agree to make the changes and/or additions outlined below for good and valuable consideration. These additions shall be as valid as if part of the original contract.

Price Per Month
P-I: $6,900
P-II: $15,250 Flipit/ Seatables/ Coohom Integrations Support
P-III: $20,750 Flipit/ Seatables/ Apt2B/ Coohom Integrations Support
P-IV: $26,500 Flipit/ Seatables/ Apt2B/ TRP/ Coohom Integrations Support

Additional cost for 24x7 support for Critical Business Impact

P-I: $1,500 FlipIt 24x7 support

P-II: $2,000 FlipIt & Seatables 24x7 support

P-III: $2,750 FlipIt & Seatables & Apt2B 24x7 support

P-IV: $3,500 FlipIt & Seatables & APT2B & TRP 24x7 support

Jola Interactive	TRP Brands, LLC.
Shelia Butler	Shoma Desai
Print Name:	Print Name:
Shelia Butler	Shoma Desai
Signature:	Signature
1/8/2024	1/9/2024
Date:	Date: